U.S. Department of Justice Washington, DC 20530

Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.			•
Mercury Public Affairs LLC, d/b/a/ IGR Group	5953		7.00 OK	
3. Name of Foreign Principal			à i	
Sheikh Khalid Bin Saqr Al Qasimi) 5	SISTRATII	
Check Appro	opriate Boxes:		<u>⊊</u> 5	
4. X The agreement between the registrant and the above-named fore a copy of the contract to this exhibit.	ign principal is a formal writte	n contract. If this	s box is check	ked, attach
5. There is no formal written contract between the registrant and the principal has resulted from an exchange of correspondence. If this box copy of any initial proposal which has been adopted by reference in sucl	is checked, attach a copy of all			
6. The agreement or understanding between the registrant and the feechange of correspondence between the parties. If this box is checked oral agreement or understanding, its duration, the fees and expenses, if a	l, give a complete description b			

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Counseling and supporting Principal in developing a positive relationship with the United States through arranging meetings with government officials and representatives in Washington, D.C.

FORM NSD-4

Registrant will arrange me O.C., to accomplish the go United States and is inter	als in Item 7, abo	ve. The foreign p	rincipal is	an ally of the
	-			
•				
		•		
footnote below? Yes X If yes, describe all such political acti	No \square vities indicating, among oth			
footnote below? Yes 🗵 If yes, describe all such political action the means to be employed to achieve the etings with government of	No	ner things, the relations, in	terests or policie	s to be influenced together
footnote below? Yes 🗵 f yes, describe all such political acti he means to be employed to achieve ectings with government of	No	ner things, the relations, in	terests or policie	es to be influenced together
footnote below? Yes 🗵 If yes, describe all such political action the means to be employed to achieve the settings with government of	No	ner things, the relations, in	terests or policie	es to be influenced together
footnote below? Yes 🗵 f yes, describe all such political acti he means to be employed to achieve ectings with government of	No	ner things, the relations, in	terests or policie	es to be influenced together
footnote below? Yes 🗵 If yes, describe all such political action the means to be employed to achieve the means with government of the sections.	No	ner things, the relations, in	terests or policie	es to be influenced together
footnote below? Yes 🗵 If yes, describe all such political action the means to be employed to achieve the settings with government of	No	ner things, the relations, in	terests or policie	cs to be influenced together C., will be held t CRM/ISS/REGIS
footnote below? Yes 🗵 If yes, describe all such political action the means to be employed to achieve the means with government of the sections.	No	ner things, the relations, in	terests or policie	cs to be influenced together C., will be held t CRM/ISS/REGIS
footnote below? Yes 🗵 If yes, describe all such political action the means to be employed to achieve the means with government of the sections.	No	ner things, the relations, in	terests or policie	cs to be influenced together C., will be held t CRM/ISS/REGIS
footnote below? Yes 🗵 If yes, describe all such political acti the means to be employed to achieve eetings with government of	No	ner things, the relations, in	terests or policie	cs to be influenced together C., will be held together CRM/ISS/REGIST
Will the activities on behalf of the abfootnote below? Yes 🗵 If yes, describe all such political active the means to be employed to achieve eetings with government cavelop a positive relation	No	ner things, the relations, in	terests or policie	cs to be influenced together C., will be held t CRM/ISS/REGIS

Date of Exhibit B

Name and Title

October 9, 2009

Lauren Beeler, Manager

Signature

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political

INTERNATIONAL GOVERNMENT RELATIONS GROUP CONTRACT

The following terms and conditions apply to the retention of International Government Relations Group (hereinafter "IGR Group," "we," "our" and "us") as government relations counsel for CALTERNIA STRATEGIS LUC(hereinafter "you" and "your").

1. Scope of Services:

We will provide you with government relations counsel services as detailed in the attached memorandum (Exhibit A). Our work for you under this agreement will be limited to the assignments in the memorandum.

بب

2. IGR Group's Dedication to Confidentiality and Commitment to Client Relationship Integrity

IGR Group is a service company that offers its clients consulting across a wide array of practices and industries. We understand that clients need assurances that their confidential information will be protected.

Accordingly, IGR Group approaches all client relationships with the following principles:

- a. We promise to treat our clients' confidential information with the same care we treat our own. To help ensure such confidentiality, no confidential client information will be shared with anyone beyond the specific IGR Group account team servicing a client's account.
- b. Our employees are informed of the integral role they play in protecting such confidential information.
- c. IGR Group recognizes that protecting the confidential information for our past and present clients is a core ethical and contractual obligation. We have developed a culture of integrity and a technology infrastructure that helps us adhere to this obligation.
- d. In the event IGR Group is required to disclose confidential client information pursuant to a court order or other judicial or administration process, we will provide our clients with advance notice of such disclosure, sufficient to allow our clients to raise any legal defenses that may prevent such disclosure.

3. Care of Property and Inspection:

We will take reasonable precautions to safeguard your property that is in our custody, but we shall not be liable for damage to your property unless the damage results from our gross negligence in connection with its care. We shall have no liability for damage to property that is in the custody or control of any third party.

You may inspect, at our office, all correspondence, contracts, books, accounts, and other materials prepared or held by us that are directly related to our performance under this agreement. Inspections may be made during our normal business hours upon three days' prior written notice.

4. Approvals, Accuracy of Information, and Indemnification:

You shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released on your behalf. You shall be solely responsible for the accuracy, completeness, and legal compliance of the information about you that you provide or approve for our use. You shall indemnify us for use of any materials and for actions taken by us on your behalf in the performance on this contract.

5. Fees, Disbursements, and Other Charges:

We are sensitive of the need to manage and control costs. It is our preference to work with budgets in which our fees for services are agreed upon in advance and made part of our agreement with you. You agree under this contract to reimburse us in the form of a retainer as detailed in the attached memorandum (Exhibit A).

We also are committed to offering you the most efficient, costeffective support systems. You will be billed for normal business expenses and travel expenses as appropriate to services provided by us to meet our obligations under this agreement.

6. Billing and Payment:

We want you to be satisfied with the quality of our services and the reasonableness of our bills, and we ask that you discuss with us any questions or comments you may have about fees, charges, and/or the format of bills. Our fees and out-of-pocket expenses are due and payable on receipt of our invoice. We will bill on a monthly basis for fees, disbursements, and related charges incurred on your behalf. You shall, within fifteen days of receipt, advise us of any dispute related to said invoice, or we shall deem the invoice accepted. While we make every effort to include all disbursements in the invoices for the period in which they were incurred, some costs are not available at the time of billing and must therefore be included in a later invoice.

7. Non-Payment and Collection:

Failure to pay our invoices within 60 days after the date of invoice may, at our discretion, result in suspension of any or all service to you until payment is received, and may result in termination of the agreement. We

shall incur no liability of any kind to you for such suspension or termination. In the event that we must retain counsel or other services to enforce the contract or recover sum due, you shall be responsible for all said costs and expenses including reasonable attorneys' fees.

8. Limitation of Liability:

Notwithstanding anything to the contrary contained in this Agreement, in no event shall either of us be liable to the other for any punitive, incidental, consequential, or other special damages in connection with any claim arising out of or related to this Agreement.

9. Compliance:

We shall be responsible for compliance with the Foreign Agents Registration Act, if applicable, and any similar registration requirements, and you shall be responsible for any and all costs, expenses, legal fees, etc., connected with and/or related in any way to the preparation, filing, review, amendment, and audit of such filings that we incur as a result of such compliance.

10. Termination:

We hope and trust that our relationship with you will be long and valued. Nevertheless, either of us may terminate this contract for any reason with 30 days' prior written notice, but the retainer fee listed on Exhibit A shall survive any such termination by you.

You remain liable for all fees, disbursements, and other related charges incurred up to the date of termination after proper notice. Provisions in the agreement related to payment, confidentiality, indemnification, dispute resolution, and waiver shall survive termination of the agreement.

11. Miscellaneous:

This agreement (1) may not be assigned by either of us without prior written consent of the other; (2) shall bind and benefit each of us and our respective permitted successors or assigns; (3) supersedes any previous agreements, understandings, or discussions with respect to its subject matter and (4) shall be governed and construed under the laws of the State of New York. Failure by either of us to exercise our rights under this agreement, or to fail to require strict performance of any part of the agreement, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect. Notice required under this agreement shall be given in writing either by personal delivery, telecopy (with confirmation of receipt),

or certified mail, addressed in case of notice to us at: IGR Group, 1909 K Street NW, Suite 500, Washington, DC 20006, Attention: Max Sandlin; and in case of notice to you at the name and address set forth in the attached memorandum (Exhibit A).

Agreed to on this the 5 day of October, 2009.

Max Sandlir

Co-Chairman IGR Group

Title: PRINCEP-1

Exhibit A

Government Relations Counsel

Scope of Work

Counsel and support in developing a positive relationship with the United States through arranging and attending meetings with government officials and representatives in Washington, DC.

Retainer Fee, Expenses to IGR Group

Fees to be paid as follows:

September 28, 2009	\$50,000 USD
October 30, 2009	\$30,000 USD
November 30, 2009	\$30,000 USD
December 30, 2009	\$30,000 USD
January 30, 2010	\$30,000 USD
February 28, 2010	\$30,000 USD
March 30, 2010	\$30,000 USD

Normal and reasonable business expense will also be billed monthly, per attached agreement.

Notice to Client

All notices to client required by this agreement will be delivered to:

Name: Address:

Jason Kinney

980 9th Style

RM/ISS/REGISTRATION UNI